

STATE OF MISSOURI

**JOHN R. JUSTICE (JRJ) STUDENT LOAN  
REPAYMENT PROGRAM  
FY 2019 LOCAL SOLICITATION**

**Project Period:**

October 1, 2019 to September 30, 2020

**JOHN R. JUSTICE (JRJ) STUDENT LOAN REPAYMENT PROGRAM  
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## GENERAL PROGRAM GUIDELINES

### I. OVERVIEW:

The John R. Justice (JRJ) Student Loan Repayment Program (42 U.S.C. 3797cc-21) is administered by the U.S. Department of Justice, Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA). The Missouri Office of Prosecution Services (DPS) is the State Administering Agency (SAA) of the grant funds.

The JRJ Program was named for the late John Reid Justice of South Carolina to encourage qualified attorneys to choose careers as prosecutors and public defenders and to continue in that service. The criminal justice system faces a challenge of retaining qualified prosecutors and public defenders who serve every day to ensure that our communities are protected, the rule of law is upheld, and the rights of citizenry are safeguarded. Student loan debt is consistently cited as the overwhelming reason why attorneys decline or leave positions as prosecutors and public defenders. The vast majority of law students borrow to finance their legal education, but public defender and prosecutor salaries have failed to keep pace with the escalating cost of education.

The JRJ Program provides loan repayment assistance for local, state, and federal public defenders and local and state prosecutors who commit to continued employment as eligible public defenders and prosecutors for at least three (3) years. An attorney must not be in default on repayment of any federal student loans.

This is the ninth (9<sup>th</sup>) year of funding for the JRJ Program. BJA first administered the program in FY 2010.

### II. FUNDING ALLOCATION:

The Bureau of Justice Statistics (BJS) has calculated a minimum base allocation for each state and the District of Columbia. This minimum base allocation is then enhanced by an amount proportional to each state's share of the national population.

The State agencies administering the JRJ Program must ensure that funding for local repayment is allocated equally between prosecutors and public defenders.

### III. ELIGIBLE APPLICANTS:

JRJ subawards are intended to encourage qualified individuals to enter and continue employment as prosecutors and public defenders. Consistent with BJA guidance, the following persons shall be considered eligible if they meet the following criteria at the time an application is submitted:

- **Prosecutor 42 U.S.C. 3797cc-21(b)(1)** – a full-time<sup>1</sup> employee of a state or unit of local government who is continually licensed to practice law and prosecutes criminal or juvenile delinquency cases at the state or unit of local government level (including supervision, education, or training of other persons prosecuting such cases). Prosecutors who are employees of the federal government are not eligible.
- **Public Defender (42 U.S.C. 3797cc-21(b)(2))** – an attorney who is:
  1. continually licensed to practice law and is a full-time<sup>1</sup> employee of a state or unit of local government who provides legal representation to indigent persons in criminal or juvenile delinquency cases including supervision, education, or training of other persons providing representation;

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<sup>1</sup> Full-time employment is considered “not less than 75 percent of a 40 hour work week” for purposes of this solicitation.

2. a full-time<sup>1</sup> employee of a nonprofit organization operating under a contract with a state or unit of local government who devotes substantially all of the employee's full-time employment to providing legal representation to indigent persons in criminal or juvenile delinquency cases including supervision, education, or training of other persons providing such representation; or
3. employed as a full-time<sup>1</sup> federal defender attorney in a defender organization pursuant to Subsection (g) of section 3006A of Title 18, United States Code., that provides legal representation to indigent persons in criminal or juvenile delinquency cases.

Attorneys who are in private practice and not a full-time employee of a non-profit organization, even if individually or part of a firm that is under contract with a state or court-appointed to provide public defense services, do not qualify as "public defenders" and therefore are not considered to be eligible as beneficiaries under this solicitation.

BJA, in its discretion, has determined that policy and ethical consideration preclude elected officials from being eligible. This prohibition does not extend to persons who hold elected officers other than as a prosecutor or public defender (e.g. city council member status unrelated to prosecutor/public defender position), provided: (1) a reasonable person could conclude that the individual's elected status did not form a basis for their selection for JRJ benefits; (2) that the person did not use their office to influence a decision pertaining to the application; and (3) that the person's obligations to his/her elected office do not interfere with the fulfillment of the JRJ service obligation.

In addition to the above definitions and requirements, eligible beneficiaries must:

- be a U.S. citizen or an eligible non-citizen
- have an outstanding balance due on an eligible educational loan
- not be in default on a federally guaranteed education loan

#### **IV. ELIGIBLE LOANS:**

Student loans eligible for repayment are defined as, and limited to the following:

- 1) A loan made, insured, or guaranteed under part B of subchapter IV of chapter 28 of Title 20 [Federal Family Education Loan (FFEL) Program];
- 2) A loan made under part C or D of subchapter IV of chapter 28 of Title 20 (William D. Ford Federal Direct Loan and Federal Perkins Loans);
- 3) A loan made under section 1078-3 or 1087e(g) of Title 20 (Federal consolidation loans and Federal Direct Consolidation loans, respectively).

Stafford loans are federal guaranteed loans. FFEL of the Federal Family Education Loan programs are often referred to as Stafford.

Grad PLUS loans are available to graduate and professional students and may fall into either category #1 or #2 above, depending whether it's a FFELP GradPLUS or a DL GradPLUS.

Attorneys who consolidate their qualifying loans with a spouse's loans should provide documentation under the "Other Attachments" component of the application showing the dollar amount each party held at the time of consolidation and calculate what percentage of the new combined loan is attributable to each person. The Missouri Office of Prosecution Services will then look at the current loan balance, and, based on the percentage attributable to the attorney requesting funding, will establish that portion as the "loan balance" eligible for repayment.

Loans purchased or sold by the original holder are eligible for repayment, assuming the other conditions of the grant guidelines are met. The applicant shall submit proof of the original loan's qualifying status under the "Other Attachments" component of the application where applicable.

## **V. INELIGIBLE LOANS:**

The term student loan does not include any of the following loans:

- 1) A loan made to the parents of a dependent student under section 428B of the Higher Education Act of 1965 (20 U.S.C. 1078-2).
- 2) A Federal Direct PLUS Loan made to the parents of a dependent student.
- 3) A loan made under section 428C or 455 (g) of a higher Education Act of 1965 (20 U.S.C. 1078-3 (Federal consolidation loans) and 1087e(g) (Federal Direct Consolidation loans) to the extent that such loan was used to repay a loan described in clause (1) or (2).

## **VI. PROJECT PERIOD:**

**The 2019 JRJ project period is October 1, 2019 through September 30, 2020.**

Once approved for loan repayment, there is a rebuttable presumption that a beneficiary will be given priority consideration to receive funding during the second and third years of the three-year service agreement. Once an eligible applicant is approved for JRJ student loan repayment, according to statute, the beneficiary should be given priority consideration to receive funding during the second and third years of the three-year service agreement, pending the availability of funds. Renewal is not automatic though and nothing shall obligate the Missouri Office of Prosecution Services to renew a benefit or to renew such benefit in the same (or greater) amount previously received by a beneficiary.

Funding for subsequent project periods will be subject to eligibility, availability of funds, and federal re-appropriation of such monies under the JRJ Program.

## **VII. SERVICE AGREEMENT:**

As a condition precedent to the repayment of any loan obligation under this program, all beneficiaries of funding will be required to sign a "Service Agreement". The agreement is between the eligible beneficiary and the U.S. Department of Justice.

The agreement is signed on or after the project period start date and states the beneficiary's intention to remain employed as a prosecutor or public defender for the applicable period of service. Through the first 3 years of the program, JRJ beneficiaries had been subject only to one John. R. Justice Student Loan Repayment Program (JRJSLRP) Service Agreement, executed at the time that the JRJ beneficiary first entered into the JRJ program. In certain cases, some JRJ beneficiaries have been asked to, and have subsequently signed, additional JRJSLRP Service Agreements within the original three-year term of the JRJ beneficiary's obligation of service. Such subsequent "agreements" should not be understood to extend the original term of the service obligation, but rather serve as a reaffirmation and acknowledgement of the original signed agreement and its terms and conditions.

Beginning in FY 2013 and continued with this solicitation, any JRJ beneficiary who enters into a JRJSLRP Service Agreement – Secondary Term of Service (i.e., an additional year or years of service after the original three year term has been satisfied), however, will agree to extend the beneficiary's term of service obligation by the period of time expressed therein, in exchange for the receipt of additional JRJ benefits.

Pending the subaward of funds from the Missouri Office of Prosecution Services, the following outlines the service agreement requirements, per BJA, for the 2018 JRJ Program:

**A. First-Year Beneficiary (Appendix C)**

First year beneficiaries who have never received JRJ benefits will be asked to review and sign the “John R. Justice Student Loan Repayment Program (JRJSLRP) Service Agreement”, which obligates the beneficiary to a commitment of not less than three years (36 months) unless involuntarily separated<sup>2</sup> from employment.

**B. Second- and Third-Year Beneficiary (Appendix D)**

Second and third year beneficiaries who have not yet fulfilled his/her initial three-year service obligation will be asked to review and sign the “John R. Justice Student Loan Repayment Program (JRJSLRP) Service Agreement – Acknowledgment of Benefit”, which reaffirms and re-acknowledges the beneficiary’s obligation to fulfill the original three year (36 month) commitment.

**C. Fourth+ Year Beneficiary (Appendix E)**

Beneficiaries who have fulfilled his/her initial three-year service obligation will be asked to review and sign the “John R. Justice Student Loan Repayment Program (JRJSLRP) Service Agreement – Secondary Term of Service”, which obligates the beneficiary to commit to an additional one (1) year of service obligation in exchange for the additional benefits.

Refer to the “Service Commitment Contingencies” section of the *Financial and Administrative Guidelines* of this solicitation for additional information regarding the service agreement.

## **VIII. PAYMENT INFORMATION:**

In accordance with 42 U.S.C. 3797cc-21(c), funds may only be paid to the institution holding the qualifying loan and may not be paid directly to the beneficiary. The subrecipient may hold more than one qualifying student loan, but funds will only be issued to one institution, as identified by the applicant on the “Loan Information form” of the application.

Funds awarded under this program are a supplement to, not a substitute for, personal student loan obligations. Subrecipients remain responsible for making regular student loan payments and must continue to make personal payments toward their qualifying loan to remain eligible for the JRJ Program in the future.

The Missouri Office of Prosecution Services will disperse funds on a quarterly basis to the beneficiary’s lending institution for the duration of the project period in four equal installments of the award total, unless notified otherwise, following determination that the subrecipient has maintained eligible employment status for the period noted below. Payments will be made based on the following approximate schedule, assuming the applicable Status Reports have been submitted accurately and in a timely manner:

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<sup>2</sup> For purposes of this program, involuntary separation could result from layoff, loss of election, or similar nature. Termination as a result of misconduct or unacceptable performance would not qualify as involuntary separation.

Period	Employment Status	Payment Installment Date
October 1, 2019- September 30, 2020	Full time employment in eligible position	Nov 15-30, 2020

Payments made on behalf of approved subrecipients cannot exceed the total qualifying loan balance. If it is determined that the payment amount exceeds the qualifying loan balance, the Missouri Office of Prosecution Services will review the case and take appropriate action.

**The subrecipient remains responsible for any remaining payments or balances. Neither the U.S. Department of Justice nor the Missouri Office of Prosecution Services will be held responsible for any late fees assessed by the lending institution. Therefore, the subrecipient will be responsible to ensure their monthly payment is paid in full and in a timely manner, especially if the payment is due on or before the Missouri Office of Prosecution Services issues the quarterly payment.**

**NOTE:** Commonly, a lending institution will reduce or advance the debtor's payments if a loan repayment is made under a program like JRJ. It will be the responsibility of the subrecipient to discuss this issue with their lending institution. Payments made by the Missouri Office of Prosecution Services will be identified as needing to be applied to principal no date only and to not be applied towards advanced payments.

The amount paid by the Missouri Offices Of Prosecution Services shall not exceed \$10,000 for any individual in any calendar year or an aggregate total of \$60,000 in the case of any individual.

Subrecipients may access payment history information via the State's Vendor Payment Site at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. Click on "Vendor Payment" and search by Social Security Number. The prefix of a Payment Number for JRJ disbursements will be ERS223. Subrecipients will also have access to a copy of the letter and a copy of the check mailed to the lending institution. These documents should be maintained by the subrecipient for tax purposes.

## **IX. REPORTING REQUIREMENTS:**

### **A. Status Report - Proof of Employment/Loan Verification**

Beneficiaries of JRJ funds will be required to verify they are still employed as an eligible prosecutor or public defender for the duration of the project period. Beneficiaries of JRJ funds will also be required to verify he/she is continuing to make regular payments toward the qualifying loan for which assistance is awarded. In order to verify this information, beneficiaries will be required to submit a monthly "Status Report" to include the following information:

- Proof of Employment Form (**Appendix G**)
- Statement Due (either a copy of the statement mailed each month from the lending institution or a screen printout of an account that may have been set-up online). The Statement Due should show, at a minimum, the following information:
  - name on the account
  - loan status
  - last payment/recent activity



- account balance
- account number and remittance address

The Proof of Employment Form and Statement Due will be due to the Missouri Office of Prosecution Services based on the following schedule, which has already been adjusted for weekends and/or holidays:

Report ID Number	Reporting Period	Due Date
01	10/01/2018 – 10/31/2018	01/10/2019
02	11/01/2018 – 11/30/2018	01/10/2019
03	12/01/2018 – 12/31/2018	01/10/2019
04	01/01/2019 – 01/31/2019	04/10/2019
05	02/01/2019 – 02/28/2019	04/10/2019
06	03/01/2019 – 03/31/2019	04/10/2019
07	04/01/2019 – 04/30/2019	07/10/2019
08	05/01/2019 – 05/31/2019	07/10/2019
09	06/01/2019 – 06/30/2019	07/10/2019
10	07/01/2019 – 07/31/2019	10/10/2019
11	08/01/2019 – 08/31/2019	10/10/2019
12	09/01/2019 – 09/30/2019	10/10/2019

Note- the reporting required here may be consolidated at the discretion of the Administering agency with a minimum of 15 days' notice prior to the end of the first period being consolidated.

#### **B. Status Report – Annual Report**

The Missouri Office of Prosecution Services is required to complete quarterly performance metric reports with information collected during the application and award process. No additional data will be required of the beneficiary.

However, the Missouri Office of Prosecution Services will be required to annually evaluate the overall program and award of funds based on feedback and data collection from each beneficiary. Each beneficiary of JRJ benefits will be required to submit a final feedback report to the Missouri Office of Prosecution Services based on the following schedule:

Report ID Number	Reporting Period	Due Date
13	10/01/2018 – 09/30/2019	09/15/2019

## APPLICATION INSTRUCTIONS

### I. HOW TO APPLY:

Applications for JRJ funding must be submitted via email at: [steve.sokoloff@prosecutors.mo.gov](mailto:steve.sokoloff@prosecutors.mo.gov) or by Facsimile at 573-751-1171.

The application form may be obtained online at the MOPS.MO.Gov website in the MOPS Programs-JRJ program section, for prosecutors or from Missouri State Public Defender, Office of the Director, for Public Defenders. The form must be completed as follows:

#### **Personal Information**

- **Name** – provide your title (i.e. Mr., Ms., etc) & first and last name
- **Job Title** – provide your job title
- **Email** – provide an email address that will be checked regularly as MOPS will send scheduled alerts pertaining to the application and grant processes.

**NOTE: Be sure the email address provided is an account that is regularly checked as We will send notifications pertaining to the application and grant processes.**

**Mailing Address** – provide your home mailing address

- **Street Address 1** – provide your physical home address where applicable and different than the mailing address listed above
- **Street Address 2** - provide additional information where applicable
- **City/State/Zip** - provide your home mailing address city, state, and zip code
- **Phone** – provide a daytime telephone number
- **Fax** – provide a fax number

#### **Organization Information**

- **Applicant Agency** – provide your name as last name, first name (i.e. John Smith would be listed as “Smith, John”)
- **Organization Type** – select “Individual”
- **Federal Tax ID #** - enter your Social Security Number (9 digits with no spaces or hyphens)
- **DUNS #** - not applicable; since the field is required just enter 555555555 (9 digits)
- **CCR Code & Valid Until Date** – not applicable; leave blank
- **Organization Website** – not applicable; leave blank
- **Mailing Address** – provide your home mailing address
- **Street Address 1** – provide your physical home address where applicable and different than the mailing address listed above
- **Street Address 2** – provide additional information where applicable
- **City/State/Zip/+4** – provide your home mailing address city, state, and zip code
- **County** – select the county in which you reside; if you live out-of-state and your county is not listed, select the county for your employer
- **Congressional District** – select the congressional district in which you reside; if you live out-of-state and your congressional district is not listed, select the district for your employer
- **Phone** – provide a daytime telephone number
- **Fax** – provide a fax number

☐

☐ All Organizations

create an application from scratch.

Please keep the following tips and instructions in mind while completing an application:

- ✓ **Do not use CAPS when filling out the application forms. The use of CAPS makes it difficult to review the application and creates issues**
- ✓ **Each form has required fields indicated by a red asterisk (\*).**
  - ✓ **The JRJ application consists of 8 forms. .**

## **II. APPLICATION FORMS:**

### **FORM #1: GENERAL INFORMATION**

- **Primary Contact:** this drop-down box will pre-populate with the name of the individual associated with the login information. This individual should be the person associated with the application.
- **Project Title:** enter the following: 2018 John R. Justice Program

### **FORM #2: APPLICANT INFORMATION**

The purpose of this form is to collect general application information and eligibility information.

- **Application Type** - indicate the type of application based on the following:
  - NEW = the application is being submitted as part of a competitive bid process and was not previously being funded by the Missouri Office of Prosecution Services
  - RENEWAL = the application is being submitted as part of a competitive bid process but is currently being funded by the Missouri Office of Prosecution Services
- **Current Contract Number** – if the ‘Application Type’ is listed as New, enter N/A. If the ‘Application Type’ is listed as Renewal, list the current contract number as identified on your 2016 JRJ Award of Contract document.
- **Position** - select whether you are a Prosecutor, State Public Defender, or Federal Public Defender.
- **Law School/Attendance Date** – identify the name(s) of the school and date(s) of attendance for any professional schools attended to obtain your law degree.
- **Personal Phone Number** – provide a phone number (other than work) you can be reached at, should you leave employment.
- **Personal Email Address** – provide an email address (other than work) you can be contacted at, should you leave employment.

### **FORM #3: EMPLOYMENT INFORMATION**

The purpose of this form is to collect general information regarding your employer to verify current employment, have a means of contact if necessary, and identify years of service.

**Current Employment Service**

- **Employer Name**- provide the name of your employing organization
- **Employer Mailing Address** – provide the mailing address for your employer. If your employer has a P.O. Box, please provide here.
- **Employer Street Address 1** - provide the physical street address of your employer where applicable and different than the mailing address listed above. Leave blank if not applicable.
- **Employer Street Address 2** – provide additional information where applicable. Leave blank if not applicable.
- **City/State/Zip** – provide your employer’s city, state, and zip
- **County** – select the county in which your employer is located
- **Congressional District** – select the congressional district in which your employer is located
- **Work Type** – select the type of work in which you prosecute or provide legal representation for 1) criminal cases, 2) juvenile delinquency cases, 3) criminal and juvenile delinquency cases, or 4) other.
- **If Other, please specify** – if you select “Other” in the Work Type field, you must identify the type of work in which you are associated. Refer to the “Eligible Applicants” section of this solicitation for more information regarding eligibility. If you did not select “Other” in the Work Type field, leave blank and proceed with the following questions.
- **Position Title** – provide your job title
- **Hire Date** – identify the date of hire at your present employment. If you are not presently employed, refer to the “Eligible Applicants” section of this solicitation for more information regarding eligibility.
- **Position Status** – select whether you are full-time (FT) or part-time (PT). If you are employed part-time, refer to the “Eligible Applicants” section of this solicitation for more information regarding eligibility.
- **# of Hours** – if you selected “PT” from the Position Status field above, indicate the average number of hours worked in a normal week. If you selected “FT” from the Position Status field above, leave blank and proceed with the following questions.
- **Supervisor Name** – provide the name of your present supervisor
- **Supervisor Job Title** – provide the job title of your present supervisor
- **Supervisor Phone #** - provide a daytime telephone number and extension, where applicable, for your present supervisor

- **Supervisor Fax #** - provide a fax number for your present supervisor
- **Supervisor Email** – provide an email address for your present supervisor

#### **Previous Public Interest Employment**

- **Total Years of Service** – identify the total number of years of service in which you have served as a public defender or prosecutor. Please note, this is total years of service, to include current position and any previous positions as a public defender or prosecutor. For example, if you have been a public defender for 5 years and 3 months, enter 5.25. If you have been a public defender for 10 months, enter 0.83.
- **Previous Employer/Position Title** – provide the name of the employer(s) and job title(s) held for previous employment relating to the field of public defender or prosecutor

#### **FORM #4: LOAN INFORMATION**

The purpose of this form is to collect information relating to the student loan for which assistance in repayment is requested and to collect payment remittance information in the event the application is awarded.

#### **Lending Institution**

- **Name of Institution** – provide the legal name of the lending institution holding the student loan for which assistance is requested. Enter the name as identified on your loan/account documents.
- **Loan Account #** - provide the account number of the loan for which assistance is requested as identified on your loan/account documents. Be sure to enter the account exactly as listed on your loan/account documents to ensure payments are applied to the correct loan.
- **Payment Remittance Name** – provide the name of the institution to which payment should be sent as identified on your loan/account documents.
- **C/O or Attn** – provide any applicable attention to address information, where applicable, if identified on your loan/account documents. Leave blank if not applicable.
- **Payment Remittance Address 1** – provide the applicable mailing address as identified on your loan/account documents.
- **Payment Remittance Address 2** – provide any additional mailing or street address, where applicable, as identified on your loan/account documents. Leave blank if not applicable.
- **City/State/Zip** – provide the lending institution's city, state, and zip code as identified on your loan/account documents.
- **Customer Service Phone #** - provide a telephone number for the lending institution that could assist with payment inquiries, if necessary.

### **Loan Detail**

- **Type of Loan** – select the type of loan for which assistance is requested.  
**NOTE: Refer to the “Eligible Loans” section of this solicitation for more information. Also refer to the NSLDS documents provided on the “Required Attachments” form as such identifies the loan type.**
- **If Other, please specify** – if you selected “Other” from the Type of Loan field above, identify the type of loan that you have. If you did not select “Other” from the Type of Loan field, leave blank and proceed with the following questions.
- **Principal Balance** – identify the total remaining principal balance as identified on your account at the time of submission of this application.  
**NOTE: This total should match the NSLDS documents provided on the “Required Attachments” form of the application.**
- **Remaining Term of Loan** – identify the total number of months remaining in the term of your loan.
- **Monthly Payment** – identify the amount of your monthly installment payment.
- **Payment Due Date** – identify the day of the month (e.g. 5<sup>th</sup>, 15<sup>th</sup>) that your monthly installment payment is due.

### **FORM #5: INCOME AND DEBT WORKSHEET**

The purpose of this form is to gather information that may be used to calculate the applicant’s “least ability to repay”. Per grant guidelines, the Missouri Office of Prosecution Services must give top consideration to those eligible beneficiaries who have the least ability to repay their loans.

### **Adjusted Gross Income Information**

- **Applicant Adjusted Gross Income** – identify the adjusted gross income from your most recent W-2 tax form.
- **Filing Tax Status** – select the tax status provided on your most recent W-2 tax form: 1) single, 2) head of household, 3) married filing jointly, 4) married filing separately, or 5) qualifying widow/widower with dependent child.
- **Spousal Adjusted Gross Income** – if you selected “Married Filing Separately” to the Filing Tax Status field above, identify the adjusted gross income for your spouse on your spouse’s most recent W-2 tax form. If you did not select “Married Filing Separately”, leave blank and proceed to the other questions below.

### **Student Loan Debt Information**

- **Total Other Student Loan Debt** – identify the current balance, at the time of application, of student loan debt (not including the loan for which assistance is being requested under the “Loan Information” form of the application) for you and/or your spouse.

- **Assistance from Other Sources/Loan Forgiveness Programs for Student Debt** – if you and/or your spouse, where applicable, are receiving assistance from other sources or loan forgiveness programs, identify the amount of assistance being received.

## **FORM #6: REQUIRED ATTACHMENTS**

The purpose of this form is to collect the following documents:

### **A. National Student Loan Data Systems (NSLDS) Summary Printout**

NSLDS is the U.S. Department of Education central database for student aid. NSLDS receives data from schools, guaranty agencies, the Direct Loan program, and other Department of Education programs.

Applicants must print the Summary page for each student loan the applicant has with a lending institution, including the qualifying student loan for which assistance is requested.

Applicants can access this page at [www.nsls.ed.gov](http://www.nsls.ed.gov), which displays information on loan and/or grant amounts, outstanding balances, loan statuses, and disbursements. In order to use the NSLDS Student Access website, you will need to provide your social security number, the first two letters of your last name, your date of birth, and your PIN (formerly known as EAC). If you do not have a PIN or have forgotten your PIN, go to <http://www.pin.ed.gov/PINWebApp/pinindex.jsp>.

### **B. National Student Loan Data System (NSLDS) Detail Printout**

Applicants must also print the Detail page for each student loan the applicant has with a lending institution, including the qualifying student loan for which assistance is requested. This page can also be accessed at [www.nsls.ed.gov](http://www.nsls.ed.gov).

**NOTE: If the NSLDS Summary Printout includes 10 loans, for example, the NSLDS Detail Printout should include at least 10 pages (even for the loans with a \$0.00 balance).**

### **C. Narrative**

Applicants must submit a narrative with any relevant information not included elsewhere in the application that he/she would like to have taken into consideration during the review. If the applicant had trouble answering one or more of the questions in this application because the space allowed wasn't adequate to fully answer the question or the answer to the question wasn't available in the format requested, the applicant should provide information within the narrative to explain such instances.

If the Application Type was identified as "New" on the Applicant Information form, the applicant might take this opportunity to identify him/herself and/or explain any conditions surrounding the request for assistance and/or to summarize the information provided in the application.

If the Application Type was identified as "Renewal" on the Applicant Information form, the applicant might take this opportunity to identify how the FY 2015 benefits have assisted them and their decision to choose and/or remain in a career as an attorney.

**The program narrative must be double-spaced, using a standard 12-point font (Times New Roman or Arial is preferred) with 1-inch margins, and must not exceed 1 page.**

## **FORM #7: OTHER ATTACHMENTS**

This component of the application requires the applicant to attach applicable documents **ONLY** if the applicant has consolidated their qualifying loans with a spouse's loans and/or the qualifying loan has been purchased or sold by the original holder.

If you have not consolidated your qualifying loans with a spouse and/or had a loan purchased or sold by the original holder, just select "Mark as Complete" and continue. No attachments would be necessary.

If you have consolidated your qualifying loans with a spouse and/or are requesting repayment on loan that has been purchased or sold by the original holder, the requested documentation must be uploaded directly from your computer or a disk.

- As indicated under the "Eligible Loans" section of this solicitation, attorneys who consolidate their qualifying loans with a spouse's loans must provide documentation showing the dollar amount each party held at the time of consolidation and calculate what percentage of the new combined loan is attributable to each person. The Office of Prosecution Services will then look at the current loan balance, and, based on the percentage attributable to the attorney requesting participation, will establish that portion as the "loan balance" eligible for repayment.
- Also as indicated under the "Eligible Loans" section of this solicitation, loans purchased or sold by the original holder are eligible for repayment, assuming all other conditions of the grant guidelines are met. The applicant must provide proof of the original loan's qualifying status.

## **FORM #8: CERTIFIED ASSURANCES**

This component of the application requires the Applicant to attest to the compliance of all conditions relating to the grant program. The Applicant's typed name, in lieu of a signature at the time of application, represents the legal binding acceptance of the terms of the application and statement of the veracity of the representations made in the application.

The Applicant will be required to sign the Certified Assurances and Service Agreement and submit it with the application and attachments.

**NOTE: The name provided on this form must match the name of the Applicant to constitute a valid subaward. In addition, the Date must be current and reflective of the funding opportunity year. An application may automatically be declined if an applicant indicates 'No' to the terms and conditions of the grant (unless an acceptable explanation is provided), the incorrect Applicant Name is provided, and/or the Date is not current, as these constitute an invalid subaward.**

## **III. SUBMITTING AN APPLICATION:**

The Applicant shall submit all data as requested and required within the application forms. Failure to submit all required data could disqualify the proposal from further consideration. **Applicants will not be contacted if they fail to submit all required data.**



**Applications must be received by the Missouri Office of Prosecution services no later than 5:00 p.m. on December 27<sup>th</sup>, 2019.** Proposals cannot be submitted after this date and time so applicants are encouraged to begin the process immediately to meet the application deadline. Applications submitted through any means other than email or facsimile to the designated recipient address or number will not be considered for funding.

If you determine prior to the application deadline that **revisions are necessary to any component** of the application, you must **contact the Missouri Office of Prosecution Services by email prior to the deadline** to have the application revised. Once the application deadline has lapsed, you will be unable to request any portion of their application to be revised. The email<sup>3</sup> should be sent to [steve.sokoloff@prosecutors.mo.gov](mailto:steve.sokoloff@prosecutors.mo.gov) and should clearly indicate which form(s) to be revised for the necessary change(s). You should ensure the application is resubmitted by the stated deadline. Once the application deadline has lapsed, the resubmitted application may be disqualified from further consideration.

If you experience unforeseen **technical issues** beyond your control that prevent submission of its application by the deadline, the applicant must **contact the Missouri Office of Prosecution Services staff by email within 24 hours after the deadline** and request approval to submit the application. The email must include a description of the technical difficulties, a timeline of submission efforts, screen shot of the error code, and other information as necessary. The Missouri Office of Prosecution Services will consider all submitted information to determine if the application will be accepted.

## POST-APPLICATION INFORMATION

### **I. APPLICATION REVIEW:**

All submitted applications will be sorted appropriately between the Missouri Office of Prosecution Services (MOPS), the Missouri State Public Defender System (MSPD), and the Federal Public Defender System (FPDS), as applicable.

MOPS, with a representative(s) from the Missouri Attorney General's Office, will review applications from eligible prosecutors while MSPD, with a potential representative(s) from the Federal Public Defender's Office, will review applications from eligible public defenders.

The peer review groups gathered by MOPS and MSPD will be tasked to pre-screen for eligibility and verify the following for their respective beneficiaries:

- ☐ Applicant is an eligible beneficiary
- ☐ Applicant has a qualifying student loan

Upon completion of the pre-screening process, MOPS and MSPD will review all respective eligible applications considering several criteria points but with a priority to those eligible applicants who have the least ability to repay their student loans. Such criteria may include, but shall not be limited to:

- ☐ Amount of qualifying loan debt
- ☐ Remaining term and balance of loan for which assistance is requested
- ☐ Number of years of service as an attorney
- ☐ Status of employment
- ☐ Income to debt ratio

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<sup>3</sup> Please be sure to include that it is regarding FY19 JRJ in the subject line of any e-mail messages. This will ensure your email is handled promptly by the appropriate program staff.

- ☐ Geographic location
- ☐ Demonstration that the applicant has met and will continue to comply with all applicable state and federal laws

Following the review process, the MOPS and MSPD peer review groups will recommend applications for funding to the Missouri Office of Prosecution Services, whom will gather a review panel to perform a final review based upon all of the above listed criteria. The review meeting is tentatively scheduled for Monday, September 12, 2016.

## II. FUNDING NOTIFICATION:

With the approval of the Director of the Missouri Office of Prosecution Services (or his designee), applicants will be notified via email of the decisions of the review panel approximately 1-2 weeks following the Review Meeting.

Applications may be approved as requested, approved with revisions, or disapproved. Applicants will be provided with the rationale behind the review panel's decisions.

Please be patient as the review process can be rather tedious and time consuming. Funding notifications will not be released through any other means than email so do not contact the Missouri Office of Prosecution Services to try to obtain information before it is released!

## FINANCIAL AND ADMINISTRATIVE GUIDELINES

## I. SUBAWARD AND ACCEPTANCE OF SUBAWARD

### A. Subaward (Appendix B)

Following completion of the application review phase, the Missouri Office of Prosecution Services subawards funds to approved applicants by issuing a document titled *Subaward*.

The *Subaward document* identifies the following data elements: Subrecipient Name, MOPS Funding Opportunity Title, Project Period Start Date, Project Period End Date, Project Title, Subaward Number, Project Description, Subaward Total,, Name of Federal Awarding Agency, Federal Award Date, Name of State Administering Agency (SAA), and SAA Federal Award Number.

As appropriate, certified assurances, special conditions, and/or any other program specific guidelines, which the Subrecipient must meet if the subaward is accepted, are included either in hardcopy or by reference.

The *Subaward document* and any related documents, as applicable, will be made available to Subrecipients. All correspondence concerning the subaward shall refer to the designated subaward number shown on the *Subaward* document.

### B. Acceptance of Award

The *Subaward* constitutes an agreement between the Missouri Office of Prosecution Services and the Subrecipient for use of federal or state funds in the implementation of the project outlined in the approved Application. The *Subaward* may be terminated without further cause if the Subrecipient fails to confirm its acceptance of the subaward by signing and returning the *Subaward* document, and any other

required documents, to the Missouri Office of Prosecution Services within 45 DAYS from the date of issuance of the *Subaward* document.

*No federal or state funds shall be disbursed to the Subrecipient until the Missouri Office of Prosecution Services has received the properly signed Subaward document, and any other required documents, and the Subaward document is fully executed by signature of the Authorized Official of the Missouri Office of Prosecution Services.*

### **C. Authorization of the Subaward**

A final, fully executed copy of the *Subaward* document and any related documents, as applicable, will be made available to Subrecipients following signature from the Authorized Official of the Missouri Office of Prosecution Services

## **II. ELECTRONIC SIGNATURE**

### **A. Veracity/Validity of Information**

The application and many of the grant documents submitted via email contain an electronic signature. This electronic signature, which is the typed name of the Subrecipient in lieu of an original signature, assures the veracity of all information provided in any such application or grant document.

### **B. Legally Binding**

In addition, the typed name of the Subrecipient represents the Subrecipient's legally binding acceptance of the terms and conditions of the application and/or other grant documents.

Therefore, by inserting such electronic signature, the Subrecipient acknowledges and understands that failure to comply with any of the grant guidelines could result in suspension of the subaward until appropriate action is taken to rectify any incident(s) of non-compliance; or could result in the forfeiture of the grant funding.

## **III. SUBAWARD CHANGES**

### **A. Changes in Contact Information**

#### **1. My Profile**

Subrecipients shall ensure their personal information and e-mail address is always current and up-to-date, especially for contact and payment purposes.

#### **2. Applicant Information form**

A change in personal phone number or personal email address as identified on the *Applicant Information* form will require the Subrecipient to notify the Missouri Office of Prosecution Services, in a timely manner.

The Subrecipient should provide the updated information pertaining to either contact information.

The Missouri Office of Prosecution Services will make the necessary change(s) and will notify the Subrecipient when the change(s) have been completed.

## **B. Change in Legal Name/Address**

A change in legal name or address will require the Subrecipient to submit, in a timely manner, a revised *Vendor Input Form (Appendix F)* to the Missouri Office of Prosecution Services, who will coordinate with the Office of Administration (OA) to make the change in the State's SAM II payment system. Failure to submit a revised *Vendor Input Form* will affect payments issued on behalf of the Subrecipient.

Subrecipients must submit the revised, signed *Vendor Input Form to the MOPS Email; JRJ.Grants@Prosecutors.mo.gov*.

The Missouri Office of Prosecution Services will make the necessary change(s) and will notify the Subrecipient when the change(s) have been completed.

## **C. Changes in Employment Information**

A change in employer or supervisor information as stated on the *Employment Information* form will require the Subrecipient to notify the Missouri Office of Prosecution Services, in a timely manner, via the [JRJ.Grants@prosecutors.mo.gov](mailto:JRJ.Grants@prosecutors.mo.gov) email.

The Subrecipient should provide updated information pertaining to any of the following: employer name, employer mailing address, employer address, county, congressional district, work type, position type, hire date, position status (PT or FT), number of hours (if PT), supervisor name, supervisor job title, supervisor telephone number, supervisor fax number, and/or supervisor email.

The Missouri Office of Prosecution Services will make the necessary change(s) and will notify the Subrecipient when the change(s) have been completed.

## **D. Changes in Loan Information**

A change in loan information as stated on the *Loan Information* form will require the Subrecipient to notify the Missouri Office of Prosecution Services, in a timely manner, via the [JRJ.grant@prosecutors.mo.gov](mailto:JRJ.grant@prosecutors.mo.gov) email

The Subrecipient should provide updated information pertaining to any of the following: name of institution, institution DUNS number, loan account number, payment remittance address, customer service telephone number, type of loan (Federal Family Education Loan, William D. Ford Federal Direct Loan, Federal Perkins Loan, Federal Consolidated Loan, Federal Direct Consolidation Loan, or Other), Principal Balance, Remaining Term of Loan, Monthly Payment, and/or Payment Due Date.

A change in loan information as stated on the *Loan Information* form will also require the Subrecipient to submit a revised *Vendor Input Form (Appendix F)* to the Missouri Office of Prosecution Services, who will coordinate with the Office of Administration (OA) to make the appropriate change(s) in the State's SAM II payment system. Failure to submit a revised, signed *Vendor Input Form* will affect payments and may cause payments to be mailed to the incorrect institution, incorrect remittance address, and/or applied to an incorrect account. The revised *Vendor Input Form* should be attached to the "Correspondence" notifying of the change in loan information.

The Missouri Office of Prosecution Services will make the necessary change(s) and will notify the Subrecipient when the change(s) have been completed.

## **IV. RECORD RETENTION**

## **A. Coverage**

Records of the Subrecipient including, but not limited to, source documents (copies of all awards, applications, and required Subrecipient financial and narrative reports) and related documents and records are to be retained for a period of FIVE (5) YEARS pursuant to the Missouri Secretary of State, *Agency Records Disposition Schedule* and the following:

1. The 5-year retention period starts from the date of closeout by the Missouri Office of Prosecution Services. The date of closeout can be found in the 2018 JRJ Solicitation on the MOPS.MO.Gov website at the JRJ button..
2. Records must be retained beyond a 5-year period if any litigation, claim, audit, or other action involving the records has started before the expiration of the 5-year period. The records must be retained until all issues involving the records have been resolved and final action taken. If the final action is taken prior to the 5-year period, records will be retained until the end of the 5-year period.
3. The 5-year retention period may be extended if notified by the U.S. Department of Justice, Missouri Office of Prosecution Services, or any other cognizant agency for oversight or audit to extend the retention period.

## **B. Maintenance of Records**

Subrecipients must maintain and separately identify all records for each fiscal year period so that information desired may be readily located.

1. Subrecipients are obligated to protect the records adequately fire or other damages.
2. Records may be retained in an electronic format.

## **C. Access to Records**

The U.S. Department of Justice, the DOJ Office of the Inspector General, the Comptroller General of the United States, the Missouri Office of Prosecution Services, the Office of Missouri State Auditor, or any of their authorized representatives must have access to any documents, papers, or other records of Subrecipients which are pertinent to the subaward, in order to make audits, examinations, excerpts, and transcripts.

The right of access is not limited to the required retention period; it will last as long as the records are retained.

# **V. SERVICE COMMITMENT CONTINGENCIES**

## **A. Change in Employer**

A Subrecipient may change employers and/or positions within the designated service agreement commitment period but must remain employed as a qualifying prosecutor or public defender within the State of Missouri to continue receiving benefits and to satisfy his/her service agreement.

The Subrecipient will be allowed a reasonable break in service when changing employers, not to exceed 30 days, but must notify the Missouri Office of Prosecution Services in writing, without delay, of such event.

A break in service exceeding 30 days will be subject to review by the Missouri Office of Prosecution Services and may result in the termination of subaward. In the event the Subrecipient experiences a break in service exceeding 30 days, he/she must submit in writing, within 5 days of the following month, their employment status to determine eligibility for continued JRJ benefits.

Refer to the “Subaward Changes” section of the *Financial and Administrative Guidelines* of this solicitation for information on how to update the *Employer Information* form of your application. The Missouri Office of Prosecution Services will be using the most current employer information to verify the monthly *Proof of Employment* form so the Subrecipient must ensure that the *Employment Information* form is up-to-date.

#### **B. Leave Without Pay Status**

Periods of leave without pay, or other periods in which the Subrecipient is not in pay status, do not count toward the completion of the required service period upon re-employment. The service completion date must be extended by the total time spent in non-pay status.

In the event the Subrecipient experiences a period of leave without pay, he/she must notify the Missouri Office of Prosecution Services in writing via the [JRJ.grant@prosecutors.mo.gov](mailto:JRJ.grant@prosecutors.mo.gov) email. A period of leave without pay in excess of 30 days will be subject to review by the Missouri Office of Prosecution Services to determine eligibility of continued benefits.

#### **C. Paid Leave Status**

Absence because of uniformed service in a recognized branch of the United States military, authorized maternity/paternity, FMLA, or due to compensable injury is considered creditable (pending approval of the Director of BJA obtained by the Missouri Office of Prosecution Services) toward the required service period upon re-employment.

The Subrecipient must notify the Missouri Office of Prosecution Services in writing, without delay, of such events. The Missouri Office of Prosecution Services will take appropriate action based on the situation.

#### **D. Repayment of Funds**

In the event the Subrecipient voluntarily leaves a position as an eligible beneficiary, or in the event of involuntary separation for misconduct or unacceptable performance before completing the agreed upon period of service, the Subrecipient will be indebted to the Federal government and must reimburse for the full amount of any student loan repayments made under this solicitation, and prior solicitations as applicable. The return of funds will not be determined on a pro-rata calculation.

Consistent with the terms of the JRJ SLRP Service Agreement, JRJ Subrecipients are required to inform the Missouri Office of Prosecution Services of their separation from a qualified position of employment and the status of their repayment. Such notification must be sent via the [JRJ.Grant@Prosecutors.mo.gov](mailto:JRJ.Grant@Prosecutors.mo.gov) email address, without delay.

Payment in the total amount of the JRJ Student Loan Repayment benefits that have been made on behalf of the JRJ recipient must then be sent to the Office of Justice Programs (OJP) Office of the Chief Financial Officer (OCFO) with a notation of the applicable Grant Number(s) from which the funds were derived, at the following address:

U.S. Department of Justice  
Office of Justice Programs  
Office of the Chief Financial Officer  
Attn: Accounting Control Branch  
810 Seventh Street, N.W.  
Washington, DC 20531

Refer to the Frequently Asked Questions (FAQs) (**Appendix A**) for additional information regarding repayment of funds.

## VI. OTHER SUBAWARD REQUIREMENTS

### A. OMB Circulars

The Office of Management and Budget (OMB) oversees and coordinates federal procurement, financial management, information, and regulatory policies and has published Circulars by which these standards are governed. While guidelines specific to the JRJ Program have been outlined within this solicitation, it is the responsibility of the Subrecipient to comply with the federal guideline outlined in the OMB Circulars, as applicable. The Circulars can be accessed at <http://www.whitehouse.gov/OMB/circulars/>.

### B. OCFO Financial Guide

The Office of Chief Financial Officer (OCFO) within the Office of Justice Programs (OJP) provides fiscal policy guidance and provides accounting, budget, financial and grants management, and claims collection services and has published a Financial Guide by which these standards are governed. Again while guidelines specific to the JRJ Program have been outlined within this solicitation, it is the responsibility of the Subrecipient to comply with the federal guidelines outlined in the OCFO Financial Guide, as applicable. The Financial Guide can be accessed at <http://ojp.gov/financialguide/DOJ/>.

### C. Non-Supplanting

As stated within the JRJ Service Agreement, Subrecipients remain responsible for making regular student loan payments toward the qualifying loan to remain eligible for the JRJ benefits in the future. The purpose of grant funds is to supplement, not substitute, for regular obligations. The point of JRJ is to reduce the overall balance at a faster rate. Subrecipients should continue to make the required monthly payment for loans in repayment status.

### D. Confidentiality

All applications and subsequent information supplied to the Missouri Office of Prosecution Services as a result of a subaward are considered public records. However, due to the sensitive nature of much of the information supplied under the JRJ Program, the Missouri Office of Prosecution Services will ensure that any and all personal and/or employment information contained in the subaward shall be closed and redacted from any record made available pursuant to a public request.

### E. Termination of Subawards

In the event the Missouri Office of Prosecution Services determines that a Subrecipient has not met the eligibility requirements to continue receiving benefits or is failing to comply with the applicable grant guidelines, the Missouri Office of Prosecution Services may permanently or temporarily terminate the subaward.

In the event a subaward is permanently terminated, the Missouri Office of Prosecution Services may take action as deemed appropriate to recover any portion of the subaward funds remaining or an amount equal to the portion of the subaward funds wrongfully used.

A subaward which is prematurely terminated is still subject to the same requirements regarding audit, recordkeeping, and submission of reports as a project which runs for the duration of the project period.



## APPENDIX A

### FREQUENTLY ASKED QUESTIONS (FAQs)

- 1. If I was a recipient of funding from the 201 JRJ Program administered by the Department of Public Safety do I have to submit an application this year for continued funding?**

Yes. The 2016 JRJ project period was only for October 1, 2015 to September 30, 2017. If continued funding is requested, you must submit an application via email or facsimile under the 2017 JRJ funding opportunity to request continued benefits.

- 2. If I was a recipient of funding from the 2016 JRJ Program, will I receive the same award amount from the 2017 JRJ Program?**

Once approved for loan repayment, there is a rebuttable presumption that a beneficiary will be given priority consideration to receive funding during the second and third years of the three-year service agreement. Once an eligible applicant is approved for JRJ student loan repayment, according to statute, the beneficiary should be given priority consideration to receive funding during the second and third years of the three-year service agreement, pending the availability of funds. Renewal is not automatic though and nothing shall obligate the Missouri Office of Prosecution Services to renew a benefit or to renew such benefit in the same (or greater) amount previously received by a beneficiary.

- 3. Will I be contacted if my application is missing information?**

No. Applicants will not be notified if a form is incomplete or the application is deficient in information. Refer to the “Application Instructions” section of this solicitation for a comprehensive list of the required forms and information to be provided.

- 4. Are appellate attorneys handling criminal or juvenile delinquency case appeals eligible for this program?**

Yes, provided they otherwise meet the definition of a full-time “prosecutor” or “public defender” under the statute (and the solicitation and guidelines).

- 5. Are attorneys who handle an exclusively civil caseload, such as civil forfeiture or dependency cases, eligible for this program?**

No.

- 6. Do I have to currently be employed as a prosecutor or public defender in order to submit an application under this solicitation?**

Yes. Per the Missouri Office of Prosecution Services, to qualify for JRJ benefits, applicants must be actively employed and meet the eligibility requirements as stated under the “Eligible Applicants” section of this solicitation at the time of submitting an application. Applicants who have been offered a position with a start date after the application deadline but before the project period start date does not meet the eligibility requirements this year.

- 7. Do I have to be employed full-time at the time of selection to be eligible?**

Yes. Per the Missouri Office of Prosecution Services, to qualify for JRJ benefits, applicants must be actively full-time and meet the eligibility requirements as stated under the “Eligible Applicants” section of this solicitation at the time of submitting an application.

**8. What if I have more than 1 qualifying student loan?**

You may have more than 1 qualifying student loan, but for purposes of this solicitation, you must choose the 1 loan for which you request financial assistance. Payments will not be made to multiple lending institutions or towards multiple loans held at one lending institution.

**9. Am I eligible if my loan is “past due”, but still reported as in a payment status? Am I eligible if my loan is in a “deferment”, “forbearance”, or “bankruptcy” status?**

The JRJ statute authorizes a program by which direct payments are to the holder of a qualifying loan on behalf of an eligible beneficiary who is not in default on a loan for which the person seeks forgiveness. The term “default” is understood to have the same definition as it does under the applicable provisions of the beneficiary’s loan agreement with your lender. Therefore, you should confirm that the lender does not consider you to be in a “default” status. If considered by your lender to be in “default” status, you shall not be selected for JRJ benefits.

A loan which has a status of “deferment”, “forbearance”, or “bankruptcy” is not considered a loan in default, so long as the lender does not consider the loan in default. Deferment, forbearance, and bankruptcy are generally a status approved by the lending institution to relieve the account holder and for all general purposes is not considered a default status.

Beneficiaries are required, under the terms of the service obligation agreement, to notify the Missouri Office of Prosecution Services of a “default” status. Failure to do so will be considered a breach of the service obligation agreement.

**10. Are loans that were purchased or sold by the original holder eligible for payment?**

Loans purchased or sold by the original holder are eligible for payment, assuming the other conditions of the statute (and the solicitation and guidelines) are met. The applicant must submit proof, via the “Other Attachments” form of the application that the original loan qualified under the JRJ statute.

**11. If I’m in the process of consolidating several of my student loans, am I eligible to submit an application based on the consolidated amount?**

No. Your loan is as it stands at the time of application and supported by the NSLDS documents. If you are planning to or are currently in the process of changing the status of the loan for which you are requesting assistance, you should explain such in the Narrative attachment under the “Required Attachments” form of the application. Provide details about the change or consolidation process so that the peer review panel can verify whether or not your loan is and will continue to be eligible under the JRJ Program.

**12. Is the three-year service commitment extended for each year I receive repayment benefits?**

No, a three-year service commitment is not extended for each year you receive repayment funding. You may receive renewal grants in years 2 and 3 of the service agreement without extending the original three-year agreement.

You will need to sign a new Service Agreement to receive benefits under each new fiscal year in order to recertify your continued agreement to the original terms. Such subsequent agreements should not be understood to extend the original term of the service obligation, but rather serve as a reaffirmation and acknowledgment of the original signed agreement and its terms and conditions.

Once your three-year service obligation has been fulfilled, you will only be required to commit to an additional one year of service obligation to continue receiving benefits for fourth and subsequent years.

**13. Can time served count toward the three-year commitment?**

Previous time served does not count toward the three-year service agreement. The service commitment begins at the start of the subaward period (October 1) for the original signed Service Agreement.

**14. Is there tax consequences associated with receipt of JRJ benefits?**

BJA does not provide legal advice on possible tax obligations resulting from receipt of JRJ benefits. BJA has provided the following of information purposes only:

[https://www.bja.gov/ProgramDetails.aspx?Program\\_ID=65](https://www.bja.gov/ProgramDetails.aspx?Program_ID=65).

The Missouri Office of Prosecution Services (DPS) and the Office of Administration-Accounting (OA-Accounting) have reviewed the U.S. Department of Justice (DOJ) inquiry and the IRS response and, after extensive research and communication with the IRS, have concluded that the JRJ Program benefits are not taxable, despite initial instruction by BJA to the state administering agencies and language included in the BJA service agreement implying a tax obligation.

Prior to this information, the DPS reported JRJ Program benefit payments to the OA-Accounting and the OA-Accounting issued MISC 1099 tax forms to JRJ Program recipients for the annual benefit payments. As a result of the availability of the IRS response, the DPS discontinued reporting JRJ Program benefit payments to the OA-Accounting and the OA-Accounting discontinued issuing MISC 1099 tax forms to JRJ recipients.

**15. Does the service agreement permit the U.S. Department of Justice to collect more than the principal amount of the award if the terms of the service agreement are not satisfied?**

In the event of a breach of the service obligation agreement, a principal sum equal to the amount that the beneficiary is required to repay to the U.S. Department of Justice “shall be recoverable by the Federal Government” from the beneficiary (or the beneficiary’s estate, if applicable) by such methods as provided by law for the recovery of amounts owed to the Federal Government. The foregoing should not be understood to preclude the Federal Government from recovering any interest that may be owed in the collection of a debt.

**16. How should I repay the financial obligation I’ve incurred under the terms of my JRJ Student Loan Repayment Program (SLRP) Service Agreement?**

Consistent with the terms of the JRJ SLRP Service Agreement, JRJ recipients are required to inform the Missouri Office of Prosecution Services of their separation from a qualified position of employment and the status of their repayment. A payment in the total amount of the JRJ Student Loan Repayment benefits that have been made on behalf of the JRJ recipient must then be sent to the Office of Justice Programs (OJP) Office of the Chief Financial Officer (OCFO) with a notation of the applicable Grant Number(s) from which the funds were derived, reflecting the separate amount from each grant, at the following address:

U.S. Department of Justice, Office of Justice Programs  
Office of the Chief Financial Officer (Attn: Accounting Control Branch)  
810 Seventh Street, N.W.  
Washington, DC 20531

A note should be stapled to the check with the award number(s) and amount(s) awarded from each award for which the JRJ Beneficiary did not meet their term obligations.

**17. What if I am in repayment status and am unable to repay the full sum of their received JRJ benefits within a certain timeframe?**

Once a JRJ recipient has been determined to be in a “repayment status”, such information will be communicated to the Bureau of Justice Assistance (BJA) by the Missouri Office of Prosecution Services. The Office of Justice Program’s Office of Chief Financial Officer (OJP OCFO) may demand repayment within 45 days from their first having received notice of a recipient having entered “repayment status”. If the debtor is non-compliant in repaying the debt, the OJP OCFO will refer the matter to the United States Treasury Department (with notice to the debtor) and interest and collection fees will be assessed in addition to the principal amount owed.

**18. If I am in “repayment status” can I arrange for a payment plan?**

The Office of Justice Programs (OJP) does not provide the option of payment plans for funds owed to the federal government, though debtors may be able to arrange for a repayment plan through the Treasury Department.

**19. How long does a JRJ recipient in “repayment status” have before their indebtedness is referred to the United States Treasury Department for collection?**

The debtor has 45 days from the date s/he receives initial notice of the debt owed to the federal government to repay all outstanding sums. In the event such period expires without the total sum of JRJ benefits being repaid by the debtor, OJP’s OCFO will refer the remaining debt to Treasury. Under standard practice, uncollected debt is turned over to Treasury within 60 days after the first notice is sent from OJP’s Office of the Chief Financial Officer.

**20. What is the process for requesting a waiver of the repayment of JRJ funds for existing recipients who are within the terms of the JRJ Student Loan Repayment Program Service Agreement?**

Waiver requests may be submitted via email at the dedicated mailbox: [jrwaiwer@usdoj.gov](mailto:jrwaiwer@usdoj.gov) also found at [www.bja.gov/ProgramDetails.aspx?Program\\_ID=65](http://www.bja.gov/ProgramDetails.aspx?Program_ID=65).

Waiver requests should include:

- i) A sworn statement, made by the recipient (requestor) under penalty of perjury, certifying and attesting to the truthfulness and accuracy of the information provided, in the form of an one (1) page Word document that includes an explanation for the waiver request;
- ii) Attached applicable supporting documentation, including any documentation in support of the waiver request received from the State JRJ Administering Agency.

**21. How will the JRJ grant program affect funding through the Public Service Loan Forgiveness (PSLF) program?**

While the publicity of the availability of other federal student loan repayment plans (e.g., the Income-Based Repayment (IBR), Public Service Loan Forgiveness (PSLF), and other available loan repayment assistance programs (LRAPs)) is obviously encouraged, BJA also endorses coordination by JRJ administering agencies (to the greatest extent possible) of such programs to promote the optimum benefit to the recipient. The following provides an example of how lump sum payments and monthly payments of JRJ benefits may interplay with the PSLF program and may provide an opportunity to improve coordination:

It is BJA’s understanding that in order to be eligible for the PSLF program, a borrower must make 120 “separate, monthly” payments. When a loan servicer receives a lump sum payment

- which is to say, a payment in excess of what the borrower is obligated to pay for the month
- the loan servicer assumes that the excess, while immediately applied to reduce outstanding interest and principal on the loan, is intended to cover future installments. When future installments are satisfied,

the borrower is no longer obligated to make monthly payments for the number of months for which the installment has been fully satisfied. BJA understands that this may present two problems for individuals who receive both JRJ and PSLF benefits:

- The first is that the lump sum payment, while satisfying more than one month's payment obligation, is not a "separate payment". Therefore, it can only count as "one" PSLF payment.
- The second problem is that, by removing the borrower's obligation to make future monthly payments, the borrower cannot, for those months, make a "monthly payment" in some cases – even if the borrower voluntarily remits money.

The second problem can be remedied by providing application of payment instructions with the payment. Specifically, the payer/borrower could state that s/he does not intend to apply the excess toward future installments, which will ensure that the borrower continues to be obligated to make future payments over subsequent months. Each loan servicer should provide, on the billing statement, information regarding how the borrower/payer is to provide payment instructions. Therefore, JRJ recipients may be advised (in order to maximize the amount of credit they may receive from PSLF program while working in employment that also entitles them to JRJ program benefits) to provide special payment instructions associated with their JRJ Program award. Borrowers should also be able to provide these instructions for a payment that has already been applied, provided that it is done promptly after the payment is applied.

This example is provided solely for illustrative purposes and should not be construed as financial advice. All grantees and beneficiaries should independently consult with the U.S. Department of Education (and/or other sources) to learn how receipt of JRJ benefits may affect awards through the Public Service Student Loan Forgiveness Program.

Law school, state-based, and employer-based Loan Repayment Assistance Programs (LRAPs) have individual policies regarding the effect of receiving benefits from other LRAPs (which may include JRJ benefits in some cases). Applicants are encouraged to contact the LRAP administrators of the programs in which they participate to determine whether JRJ benefits influence eligibility or award amount.

**22. Is a JRJ beneficiary eligible to continue receiving JRJ benefits from their state of origin if they attain an eligible position in a different state?**

If, after receiving any JRJ benefit, a current John R. Justice (JRJ) beneficiary changes their state of employment, that individual will no longer be eligible to continue to receive JRJ benefits from the original award-making state. The original state should deem that individual no longer eligible to receive continued benefits and furthermore classify the individual in an exited/repayment status. Under such circumstances, the individual, if s/he plans to remain employed in an otherwise eligible position as a public defender or public prosecutor (albeit in a different state) for the remaining duration of his/her JRJ Student Loan Repayment Service Agreement, may request a waiver of repayment and/or apply for continued JRJ benefits through the designated agency in the state of their new employment; however, selection for continued JRJ benefits will not be guaranteed by the new state of employment.

## APPENDIX B

### SUBAWARD

The *Subaward* document constitutes an agreement between the Missouri Office of Prosecution Services and the Subrecipient for use of federal/state funds in the implementation of the awarded project.

MISSOURI OFFICE OF PROSECUTION SERVICES  
OFFICE OF THE DIRECTOR  
**SUBAWARD**

P.O. Box 899  
Jefferson City, MO 65102  
Phone: (573) 751-0619

<b>Subrecipient Name:</b>		<b>Subrecipient DUNS Number:</b>
«Last_Name», «First_Name»		N/A
<b>DPS Funding Opportunity Title:</b>	<b>Project Period Start Date:</b>	<b>Project Period End Date:</b>
2018 JRJ	10/01/2018	09/30/2019
<b>Project Title:</b>		<b>Subaward Number:</b>
2018 John R. Justice Program		«Subaward_Number»
<b>Project Description:</b>		
The JRJ Program was created to encourage qualified attorneys to choose careers as prosecutors and public defenders and to continue in that service. The criminal justice system faces a challenge of retaining qualified prosecutors and public defenders who serve every day to ensure that our communities are protected, the rule of law is upheld, and the rights of citizenry are safeguarded. The vast majority of law students borrow to finance their legal education, but prosecutor and public defender salaries have failed to keep pace with the escalating cost of education. The JRJ Program provides student loan repayment assistance for local, state, and federal public defenders and local and state prosecutors who commit to continued employment in such positions.		
<b>Subaward Total:</b>	<b>CFDA Number and Name:</b>	
\$«Award_Amount»	16.816 – John R. Justice Prosecutors and Defenders Incentive Act	
<b>Research and Development Project:</b>		<b>Indirect Cost Rate for Federal Award:</b>
No		N/A
<b>Name of Federal Awarding Agency:</b>		<b>Federal Award Date:</b>
Department of Justice, Office of Justice Programs, Bureau of Justice Assistance		11/13/2018
<b>Name of State Administering Agency (SAA):</b>		<b>SAA Federal Award Number:</b>
Missouri Department of Public Safety, Office of the Director P.O. Box 749 Jefferson City, MO 65102		2018-RJ-BX-0035
<p>This Subaward is made in the amount and for the project period referenced above to the Subrecipient identified above. This Subaward is subject to compliance with the general conditions governing grants and subawards and any attached Certified Assurances or Special Conditions. This Subaward is subject to compliance with all federal and state laws and all guidelines identified in the above mentioned DPS Funding Opportunity.</p> <p>The undersigned Subrecipient certifies acceptance of the above-described Subaward on the terms and conditions specified or incorporated by reference above and those stated in the approved application.</p>		

<b>Subrecipient Name:</b>	
«First_Name» «Last_Name»	
<b>Subrecipient Signature:</b>	<b>Date:</b>
This Subaward shall be in effect for the duration of the project period stated above and funds shall be made available on the Subaward Date with return of this signed document to the Missouri Department of Public Safety and upon full execution by signature of the Authorized Official of the Missouri Department of Public Safety, Office of the Director.	
<b>Authorized Official, Missouri Department of Public Safety</b>	<b>Subaward Date</b>
	10/01/2018

## APPENDIX C

### SERVICE AGREEMENT

First year beneficiaries who have never received JRJ benefits will be asked to review and sign the “John R. Justice Student Loan Repayment Program (JRJSLRP) Service Agreement”, which obligates the beneficiary to a commitment of not less than three years (36 months) unless involuntarily separated from employment.

Page 1 –

#### **John R. Justice Student Loan Repayment Program (JRJSLRP) Service Agreement**

NAME: \_\_\_\_\_

In consideration of the student loan repayment incentive for which I have been offered under 42 U.S.C. §3797cc-21, I hereby agree as follows:

1. I will remain employed as a prosecutor or public defender for a period of service of not less than three years (36 months) unless involuntarily separated from my employment.

In accordance with 42 U.S.C. §3797cc-21(b)(1), the term “prosecutor” is understood to mean a full-time employee of a State or unit of local government who—

- (A) is continually licensed to practice law; and
- (B) Prosecutes criminal or juvenile delinquency cases at the State or unit of local government level (including supervision, education, or training of other persons prosecuting such cases).

In accordance with 42 U.S.C. §3797cc-21(b)(2), the term “public defender” is understood to mean an attorney who—

- (A) Is continually licensed to practice law; and
- (B) Is—
  - (i) a full-time employee of a State or unit of local government who provides legal representation to indigent persons in criminal or juvenile delinquency cases (including supervision, education, or training of other persons providing such representation);
  - (ii) a full-time employee of a nonprofit organization operating under contract with a State or unit of local government, who devotes substantially all of the employee’s full-time employment to providing legal representation to indigent persons in criminal or juvenile delinquency cases (including supervision, education, or training of other persons providing such representation); or
  - (iii) employed as a full-time Federal defender attorney in a defender organization established pursuant to section 3006A of Title 18, that provides legal representation to indigent persons in criminal or juvenile delinquency cases.

2. I understand that JRJSLRP funds are a supplement to, not a substitute for, my personal student loan obligations. I understand that amounts to be paid on my behalf are subject to the availability of funds and my continued eligibility. I understand that if I do not remain eligible, then further loan repayment benefits may be denied although the service obligation will remain in force. I understand that the award of JRJSLRP in any fiscal year does not guarantee benefits in future fiscal years, and that awards are subject to the availability of appropriations. I understand that any loan repayments made on my behalf may be taxable and subject to withholding.



3. I authorize the Department of Justice and/or the designated JRJSLRP State administrative agency, to verify the status, payment history, and outstanding balance of each qualifying loan, and to discuss the terms with the lender or note holder, or predecessors or successors in interest.

The term “qualifying loan” is understood to have the same meaning as “student loan” in 42 U.S.C. §3797cc-21(b)(3):

- (1) A loan made, insured, or guaranteed under part B of subchapter IV of chapter 28 of Title 20;
- (2) A loan made under part C or D of subchapter IV of chapter 28 of Title 20; and
- (3) A loan made under section 1078-3 or 1087e(g) of Title 20.

Further, the term “qualifying loan” is expressly understood not to include any of the following loans:

- (1) A loan made to the parents of a dependent student under section 1078-2 of Title 20.
- (2) A Federal Direct PLUS Loan made to the parents of a dependent student.
- (3) A loan made under section 1078-3 or 1087e(g) of Title 20 to the extent that such loan was used to repay a loan described in sub. (1) or (2) above.

4. I will notify the designated JRJSLRP State administrative agency, without delay, in writing, of any transfer to a new position or employing agency, identifying myself as a JRJSLRP beneficiary.
5. I will notify the designated JRJSLRP State administrative agency, without delay, in writing, of my intention to voluntarily separate, resign, or retire from my position as an eligible beneficiary before completing my service obligation under paragraph 1 above.
6. I will notify the designated JRJSLRP State administrative agency, without delay, in writing, of my status in default of any loan obligation with respect to a qualifying “student loan,” as defined in 42 U.S.C. §3797cc-21(b)(3)(A).
7. In the event I voluntarily leave my position as an eligible beneficiary, or in the event I am involuntarily separated for misconduct or unacceptable performance before completing the agreed upon period of service, I will be indebted to the Federal government and must reimburse the Department of Justice for the full amount of any student loan repayments made on my behalf under this service agreement. I further acknowledge that a sum equal to the amount that I am required to repay shall be recoverable by the Federal government from me (or my estate, if applicable) by such methods as are provided by law for the recovery of amounts owed to the Federal government.
8. I understand and affirm that I remain responsible for making regular student loan payments, that such responsibility is not abated by selection for participation in the JRJSLRP, and that I am required to continue to make personal payments toward my qualifying loans to remain eligible for the JRJSLRP in the future. I understand that JRJSLRP payments will be made

directly to the holder of my qualifying loan(s) and that I will not be the direct recipient of any such funds.

9. Loan repayments made on my behalf pursuant to this agreement do not exempt me from responsibility and/or liability for the full amount of any loan in which I am the debtor.
10. I am responsible for any income tax obligation resulting from the student loan repayments made on my behalf.

***The Bureau of Justice Assistance does not provide legal advice on possible tax obligations resulting from receipt of JRJ benefits. The following is provided for informational purposes only. Beneficiaries of JRJ Student Loan Repayment Program benefits remain personally responsible for, and should consult with their tax advisors for advice on, any tax obligations resulting from benefits paid on their behalf.***

*As a courtesy to JRJ beneficiaries and state administering agencies, BJA has requested information from the Internal Revenue Service (IRS) that may be helpful to beneficiaries and JRJ state administering agencies (SAAs) in determining tax consequences of JRJ benefits. The IRS provided a response to that request and a copy of both the inquiry and response are available on our web site at: [www.bja.gov/ProgramDetails.aspx?Program\\_ID=65](http://www.bja.gov/ProgramDetails.aspx?Program_ID=65).*

11. I understand that, by law, repayment benefits made on my behalf cannot exceed \$10,000 in any calendar year or an aggregate total of \$60,000. This limitation should not, under any circumstances, be construed as an obligation of said benefits. This agreement may be modified by the parties, subject to the limitations of 42 U.S.C. §§ 3797cc-21(d) and (e), to provide additional student loan repayment benefits without the need for an entirely new agreement. Such modifications include, but are not limited to, the possibility of payment increases, or the extension of benefits beyond the initial three-year service obligation, in consideration for additional service commitment by the beneficiary, based upon terms to be determined by the parties.
12. Periods of leave without pay, or other periods during which I am not in a pay status do not count toward the completion of the required service period upon reemployment. The service completion date must be extended by the total time spent in non-pay status. However, absence because of uniformed service in a recognized branch of the United States military, authorized maternity/paternity, FMLA, or due to compensable injury is considered creditable (within the sole discretion of the Director of BJA) toward the required service period upon reemployment.
13. This agreement is null and void if I am not selected for JRJSLRP in the year I sign and date this agreement.
14. Privacy Act Notification: This information is provided pursuant to the Privacy Act of 1974 (Public Law 94-579), as amended, for individuals supplying information for inclusion in a system of records. The authority for the collection of this information is 42 U.S.C. §3797cc-21. The purpose of the John R. Justice Loan Repayment for Prosecutors and Public

Defenders statute is to encourage qualified individuals to enter and continue employment as prosecutors and public defenders. This Agreement and related data are made part of the file to be used within the Department of Justice for record-keeping and management while participating in the John R. Justice Loan Repayment program. The information also may be disclosed outside the Department, as permitted by the Privacy Act and Freedom of Information Act, to the Congress, the Internal Revenue Service, and pursuant to court order. You are asked to provide your Social Security Number. Please note that if you do not provide this information, and you are selected to participate in the John R. Justice Loan Repayment program, your Social Security Number will be required later to enable the Department to verify your eligibility status. Failure to submit this information will render this Agreement incomplete and you will be considered ineligible to participate in the program.

I, \_\_\_\_\_, agree to the terms of this Service Agreement.

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

## APPENDIX D

### SERVICE AGREEMENT – ACKNOWLEDGMENT OF BENEFIT

Second and third year beneficiaries who have not yet fulfilled his/her initial three-year service obligation will be asked to review and sign the “John R. Justice Student Loan Repayment Program (JRJSLRP) Service Agreement – Acknowledgment of Benefit”, which reaffirms and re-acknowledges the beneficiary’s obligation to fulfill the original three year (36 month) commitment.

**John R. Justice Student Loan Repayment Program (JRJSLRP)  
Service Agreement  
Acknowledgment of Benefit**

I, \_\_\_\_\_, hereby acknowledge the following:  
NAME

1. I have personally executed a JRJSLRP Service Agreement and the term of obligated public service thereunder (as designated in said Service Agreement) has not yet expired as of the date of execution hereunder.
2. Additional JRJSLRP benefit payments have been made on my behalf during the fiscal year in which this document is executed.
3. I remain bound by the terms of my JRJSLRP Service Agreement.
4. At the expiration of my term of obligated public service (as designated in the JRJSLRP Service Agreement to which I am currently subject), I may enter into a separate agreement that will govern the terms and conditions of the receipt of any additional JRJSLRP benefits received on my behalf outside the terms and conditions of the JRJSLRP Service Agreement to which I am now subject.

***The Bureau of Justice Assistance does not provide legal advice on possible tax obligations resulting from receipt of JRJ benefits. The following is provided for informational purposes only. Beneficiaries of JRJ Student Loan Repayment Program benefits remain personally responsible for, and should consult with their tax advisors for advice on, any tax obligations resulting from benefits paid on their behalf.***

*As a courtesy to JRJ beneficiaries and state administering agencies, BJA has requested information from the Internal Revenue Service (IRS) that may be helpful to beneficiaries and JRJ state administering agencies (SAAs) in determining tax consequences of JRJ benefits. The IRS provided a response to that request and a copy of both the inquiry and response are available on our web site at: [www.bja.gov/ProgramDetails.aspx?Program\\_ID=65](http://www.bja.gov/ProgramDetails.aspx?Program_ID=65).*

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

## APPENDIX E

### SERVICE AGREEMENT – SECONDARY TERM OF SERVICE

Fourth + year beneficiaries who have fulfilled his/her initial three-year service obligation will be asked to review and sign the “John R. Justice Student Loan Repayment Program (JRJSLRP) Service Agreement – Secondary Term of Service”, which obligates the beneficiary to commit to an additional one (1) year of service obligation in exchange for the additional benefits.

Page 1 –

**U.S. Department of Justice  
John R. Justice Student Loan Repayment Program (JRJSLRP)  
Service Agreement – Secondary Term of Service**

NAME: \_\_\_\_\_

In consideration of the student loan repayment incentive for which I may qualify under 42 U.S.C. §3797cc-21, such incentive having been offered above and beyond the incentive(s) from which I have already benefitted from in exchange for a term of service that I have fulfilled, I hereby agree as follows:

1. I will remain employed as a prosecutor or public defender for a period of service of not less than one year (12 months), unless involuntarily separated from my employment.

In accordance with 42 U.S.C. §3797cc-21(b)(1), the term “prosecutor” is understood to mean a full-time employee of a State or unit of local government who—

- (C) is continually licensed to practice law; and
- (D) prosecutes criminal or juvenile delinquency cases at the State or unit of local government level (including supervision, education, or training of other persons prosecuting such cases).

In accordance with 42 U.S.C. §3797cc-21(b)(2), the term “public defender” is understood to mean an attorney who—

- (C) is continually licensed to practice law; and
- (D) is—
  - (iv) a full-time employee of a State or unit of local government who provides legal representation to indigent persons in criminal or juvenile delinquency cases (including supervision, education, or training of other persons providing such representation);
  - (v) a full-time employee of a nonprofit organization operating under contract with a State or unit of local government, who devotes substantially all of the employee’s full-time employment to providing legal representation to indigent persons in criminal or juvenile delinquency cases (including supervision, education, or training of other persons providing such representation); or
  - (vi) employed as a full-time Federal defender attorney in a defender organization established pursuant to section 3006A of Title 18, that provides legal representation to indigent persons in criminal or juvenile delinquency cases.

2. I understand that JRJSLRP funds are a supplement to, not a substitute for, my personal student loan obligations. I understand that amounts to be paid on my behalf are subject to the availability of funds and my continued eligibility. I understand that if I do not remain eligible, then further loan repayment benefits may be denied although the service obligation will remain in force. I understand that the award of JRJSLRP in any fiscal year does not guarantee benefits in future fiscal years. I understand that any loan repayments made on my behalf may be taxable and subject to withholding.

3. I authorize the Department of Justice and/or the designated JRJSLRP State administrative agency, to verify the status, payment history, and outstanding balance of each qualifying loan, and to discuss the terms with the lender or note holder, or predecessors or successors in interest.

The term “qualifying loan” is understood to have the same meaning as “student loan” in 42 U.S.C. §3797cc-21(b)(3):

- (4) A loan made, insured, or guaranteed under part B of subchapter IV of chapter 28 of Title 20;
- (5) A loan made under part C or D of subchapter IV of chapter 28 of Title 20; and
- (6) A loan made under section 1078-3 or 1087e(g) of Title 20.

Further, the term “qualifying loan” is expressly understood not to include any of the following loans:

- (4) A loan made to the parents of a dependent student under section 1078-2 of Title 20.
- (5) A Federal Direct PLUS Loan made to the parents of a dependent student.
- (6) A loan made under section 1078-3 or 1087e(g) of Title 20 to the extent that such loan was used to repay a loan described in sub. (1) or (2) above.

4. I will notify the designated JRJSLRP State administrative agency, without delay, in writing, of any transfer to a new position or employing agency, identifying myself as a JRJSLRP beneficiary.
5. I will notify the designated JRJSLRP State administrative agency, without delay, in writing, of my intention to voluntarily separate, resign, or retire from my position as an eligible beneficiary before completing my service obligation under paragraph 1 above.
6. I will notify the designated JRJSLRP State administrative agency, without delay, in writing, of my status in default of any loan obligation with respect to a qualifying “student loan,” as defined in 42 U.S.C. §3797cc-21(b)(3)(A).
7. In the event I voluntarily leave my position as an eligible beneficiary, or in the event I am involuntarily separated for misconduct or unacceptable performance before completing the agreed upon period of service, I will be indebted to the Federal government and must reimburse the Department of Justice for the full amount of any student loan repayments made on my behalf under this service agreement, to include any collection fees associated therewith. I further acknowledge that any said sum shall be recoverable by the Federal government from me (or my estate, if applicable) by such methods as are provided by law for the recovery of amounts owed to the Federal government.
8. I understand and affirm that I remain responsible for making regular student loan payments, that such responsibility is not abated by selection for participation in the JRJSLRP, and that I am required to continue to make personal payments toward my qualifying loans to remain eligible for the JRJSLRP in the future. I understand that JRJSLRP payments will be made



directly to the holder of my qualifying loan(s) and that I will not be the direct recipient of any such funds.

9. Loan repayments made on my behalf pursuant to this agreement do not exempt me from responsibility and/or liability for the full amount of any loan in which I am the debtor.
10. I am responsible for any income tax obligation resulting from the student loan repayments made on my behalf.

***The Bureau of Justice Assistance does not provide legal advice on possible tax obligations resulting from receipt of JRJ benefits. The following is provided for informational purposes only. Beneficiaries of JRJ Student Loan Repayment Program benefits remain personally responsible for, and should consult with their tax advisors for advice on, any tax obligations resulting from benefits paid on their behalf.***

*As a courtesy to JRJ beneficiaries and state administering agencies, BJA has requested information from the Internal Revenue Service (IRS) that may be helpful to beneficiaries and JRJ state administering agencies (SAAs) in determining tax consequences of JRJ benefits. The IRS provided a response to that request and a copy of both the inquiry and response are available on our web site at: [www.bja.gov/ProgramDetails.aspx?Program\\_ID=65](http://www.bja.gov/ProgramDetails.aspx?Program_ID=65).*

11. I understand that, by law, repayment benefits made on my behalf cannot exceed \$10,000 in any calendar year or an aggregate total of \$60,000. This limitation should not, under any circumstances, be construed as an obligation of said benefits. This agreement may be modified by the parties, subject to the limitations of 42 U.S.C. §3797cc-21(d) and (e), to provide additional loan repayment benefits without the need for an entirely new agreement. Such modifications include, but are not limited to, the possibility of payment increases, or the extension of benefits beyond the initial three-year service obligation, in consideration for additional service commitment by the beneficiary, based upon terms to be determined by the parties.
12. Periods of leave without pay, or other periods during which I am not in a pay status do not count toward the completion of the required service period upon reemployment. The service completion date must be extended by the total time spent in non-pay status. However, absence because of uniformed service in a recognized branch of the United States military, authorized maternity/paternity, FMLA, or due to compensable injury is considered creditable (within the sole discretion of the Director of BJA) toward the required service period upon reemployment.
13. This agreement is null and void if I am not selected for JRJSLRP in the year I sign and date this agreement.
14. Privacy Act Notification: This information is provided pursuant to the Privacy Act of 1974 (Public Law No. 94-579), as amended, for individuals supplying information for inclusion in a system of records. The authority for the collection of this information is 42 U.S.C. §3797cc-21. The purpose of the John R. Justice Loan Repayment for Prosecutors and Public

Defenders statute is to encourage qualified individuals to enter and continue employment as prosecutors and public defenders. This Agreement and related data are made part of the file to be used within the Department of Justice for record-keeping and management while participating in the John R. Justice Student Loan Repayment program. The information also may be disclosed outside the Department, as permitted by the Privacy Act and Freedom of Information Act, to the Congress, the Internal Revenue Service, and pursuant to court order. You are asked to provide your Social Security Number. Please note that if you do not provide the information, and you are selected to participate in the John R. Justice Student Loan Repayment program, your Social Security Number will be required later to enable the Department to verify your eligibility status. Failure to submit this information will render this Agreement incomplete and you be considered ineligible to participate in the program.

I, \_\_\_\_\_, agree to the terms of this Service Agreement.

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**



## APPENDIX F

### VENDOR INPUT FORM

Recipients of funding must complete, upon request, the *Vendor Input Form* as a means of adding them to the State's payment system.

STATE OF MISSOURI OFFICE OF ADMINISTRATION VENDOR INPUT/ACH-EFT APPLICATION		*REQUIRED FIELDS	
NAME/ADDRESS AS SHOWN ON FEDERAL TAX RETURN		*FEDERAL TAX ID NUMBER OR SOCIAL SECURITY NUMBER	
		*TYPE OF ENTITY <input type="checkbox"/> Corporation <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Individual <input type="checkbox"/> State Employee <input type="checkbox"/> Other _____	
		DATE OF CHANGE	
REMIT TO NAME/ADDRESS IF DIFFERENT THAN ABOVE		PREVIOUS FEDERAL TAX ID NUMBER OR SOCIAL SECURITY NUMBER	
		N/A	
		PREVIOUS NAME	
		PREVIOUS ADDRESS	
PURCHASE ORDER NAME/ADDRESS IF DIFFERENT THAN ABOVE		COMMENTS	
N/A		JRJ Student Loan Repayment Program - Grant Recipient	
TO BE COMPLETED BY FINANCIAL INSTITUTION		<input type="checkbox"/> I (We) hereby authorize the State of Missouri, to initiate credit entries to my (our) account at the depository financial institution named and to credit the same such account. I (We) acknowledge that the origination of ACH transactions to my (our) account must comply with the provision of U.S. law.  This authorization is to remain in full force and effect until the State of Missouri, Office of Administration, has received written notification from me (us) of its termination in such time and in such manner as to afford the State of Missouri and the financial institution a reasonable opportunity to act on it.	
NAME/ADDRESS OF FINANCIAL INSTITUTION		<input type="checkbox"/> I (We) hereby cancel my (our) ACH/EFT authorization.	
N/A		*VENDOR SIGNATURE	
DEPOSITOR ROUTING NUMBER		X	
DEPOSITOR ACCOUNT NUMBER		*PRINT NAME	
NAME ON ACCOUNT		N/A	
TYPE OF ACCOUNT <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS		*TITLE	
SIGNATURE OF REPRESENTATIVE OF FINANCIAL INSTITUTION		EMAIL ADDRESS	
PRINT NAME		*TELEPHONE	
TITLE		*DATE	
TELEPHONE NUMBER			
DATE			
CERTIFICATION FOR INTERNAL REVENUE SERVICE (IRS)		<input type="checkbox"/> Exempt from Backup Withholding	
Under penalties of perjury, I certify that: I. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and II. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and III. I am a U.S. person (including a U.S. resident alien). Certification instructions: You must cross out item II above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For all real estate transactions, item II does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See W-9 Instructions on irs.gov website for more information.) The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.			
SIGNATURE			

MO 300-1489 (7-10)      FAX COMPLETED FORMS TO (573) 526-9813 or  
MAIL TO OFFICE OF ADMINISTRATION/ACCOUNTING, PO BOX 809, JEFFERSON CITY, MO 65102

## APPENDIX G

### PROOF OF EMPLOYMENT FORM

Recipients of funding will be required to verify, on a monthly basis, continued employment as an eligible prosecutor or public defender in order to mark off each month of the service agreement and to initiate payment each quarter by submitting a *Proof of Employment* form and Statement Due sheet(s).



## MISSOURI OFFICE OF PROSECUTION SERVICES

### JOHN R. JUSTICE (JRJ) PROGRAM PROOF OF EMPLOYMENT FORM

REPORTING MONTH:	(Select)
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SUBRECIPIENT NAME:	
SUBAWARD NUMBER:	

#### SECTION A: EMPLOYMENT INFORMATION

Employer Name: \_\_\_\_\_

Supervisor Name: \_\_\_\_\_ Title: \_\_\_\_\_

Supervisor Telephone #: \_\_\_\_\_ Supervisor Fax #: \_\_\_\_\_

Supervisor Email: \_\_\_\_\_

#### SECTION B: EMPLOYMENT SERVICE

Position Title: \_\_\_\_\_

Hire Date: \_\_\_\_\_ Position Status: (Select) \_\_\_\_\_

#### SECTION C: CERTIFICATION

*To the best of my knowledge and belief, all data on this form is true and correct. I certify that I am still eligible to receive JRJ benefits and am still fulfilling my service agreement. I am aware that failure to comply with the eligibility requirements of the JRJ Program could result in funds being withheld and/or will be indebted to the Federal government.*

Subrecipient Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*To the best of my knowledge and belief, all data on this form is true and correct. I certify the above referenced individual is a current employee of the above referenced employer as of the date of this form.*

Supervisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Note: Before scanning and submitting this form, be sure to attach a Statement Due Sheet from your lending institution. The Statement Due Sheet(s) should show 1) your name, to ensure the loan is for the subrecipient of these benefits, 2) loan status, to ensure the loan is not in default, 3) last payment/recent activity, to ensure the subrecipient is making regular payments and not substituting his/her loan obligation with the receipt of the JRJ benefits, 4) account balance, to ensure the JRJ benefits do not exceed the remaining loan balance, and 5) account number and remittance address, to ensure the quarterly installment is mailed to the correct address and applied to the correct account.*